INTERLOCAL AGREEMENT
BETWEEN
CITY OF SEQUIM AND CLALLAM TRANSIT SYSTEM

This Interlocal Agreement is entered into between the City of Sequim (hereinafter "City") and the Clallam Transit System (hereinafter "Clallam Transit"), on the date last written below.

RECITALS

WHEREAS, in 2001, the City and Transit entered into a long term interlocal agreement for the purpose of construction of a transit center in the city of Sequim, which center included park and ride parking, shared with the city; and

WHEREAS, the City is building a new Civic Center including a city hall and police station at 152 West Cedar Street, and wishes to relocate the Transit Center parking that was set forth in the 2001 agreement and 2004 lease to a comparable but different location and Clallam transit agrees to this relocation in accordance with Exhibit A (site plan), attached hereto and incorporated herein by this reference; and

WHEREAS, Clallam Transit wishes to obtain an easement through properties owned by the City allowing buses to exit the Transit Center onto Spruce Street north of the present facility; and

NOW, THEREFORE, the parties AGREE as follows:

1. The City will acquire the necessary property to provide an 20-foot wide easement and a 23-stall ADA accessible parking lot to Clallam Transit through approximately 40% of the lot at 171 West Spruce Street (east 20 feet), generally as described on Exhibit B (alley bus figure), attached hereto and incorporated herein by this reference..

2. The City will engineer, and construct the road over the easement and provide the initial appropriate signage and lane marking. And will also pave and sign the relocated parking, area

3. The parties will share any necessary maintenance of said easement.

4. The easement is a non-exclusive easement intended to be used by the City as well as Clallam Transit.

5. In exchange for such benefits to Clallam Transit and the Transit Center in the city of Sequim, Clallam Transit agrees to pay to the City $60,000 toward the cost of acquisition of the easement area, and the costs associated with construction of the easement and the relocated

parking area. The city agrees that the costs of acquisition and construction above that amount will be paid by the city, and may be used by Clallam Transit to as local match for an FTA grant for construction of the Transit center.

6. Except as specified in this agreement, all other terms and conditions of the previous interlocal agreement and lease between the parties remain in full force and effect.

Dated this 5th day of December, 2014.

CITY OF SEQUIM

Steven C. Burkett, City Manager

Approved as to form:

12/29/2014

Craig A. Ritchie, City Attorney

Attest:

Karen Kuznek-Reese, MMC, City Clerk

CLALLAM TRANSIT SYSTEM

Wendy Clark-Getzin, General Manager

Approved as to form:

Craig L. Miller, Attorney at Law

EASEMENT DEED

The Grantor, CITY OF SEQUIM, for and in consideration of $10.00 (Ten Dollars) and other valuable consideration, hereby conveys a NON-EXCLUSIVE 20 FOOT ACCESS EASEMENT FOR INGRESS AND EGRESS to Grantee, CLALLAM TRANSIT SYSTEM, said easement situate on the following described real estate, situated in the County of Clallam, State of Washington:

Legal Description: East 20 feet of Section 19, Township 30, Range 03, Sequim, Central Plat of Lot 12, Block 1, Clallam County, Washington

Tax Parcel Number: 03301951112

Dated this 9th day of December, 2014.

CITY OF SEQUIM

By: Steven C. Burkett, City Manager

STATE OF WASHINGTON)
) ss.
County of Clallam)

On this 9th day of December, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven C. Burkett, to me known to be the City Manager of the City of Sequim, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of Washington, residing at Sequim WA
Printed Name: Karen K. Kuznek-Reese
My Commission Expires: 4/1/18

Notary Public
State of Washington
KAREN K KUZNEK-REESE
MY COMMISSION EXPIRES
APRIL 01, 2018

2016-1331160
Page 1 of 4 Easement
City Of Sequim
Clallam County Washington 02/12/2016 11:10 38 AM

Return Address:

City Attorney's Office
City of Sequim
152 West Cedar Street
Sequim WA 98382

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. EASEMENT 2. _____

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. CITY OF SEQUIM,

2. CLALLAM TRANSIT SYSTEM

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. CITY OF SEQUIM,

2. CLALLAM TRANSIT SYSTEM

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

LOTS 12, 13, 17, 18, BLOCK 1, CENTRAL PLAT, SEQUIM

Additional legal is on page 1 of document.

Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet assigned 033019511126000; 033019511121000; 033019511123000

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional $50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

_____ Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional $50 fee if the document meets margin/formatting requirements

Filed for record at the request of:
Craig L. Miller & Associates, P.S.
Attorneys at Law
711 East Front Street, Suite A
Port Angeles, WA 98362
(360) 457-3349

EASEMENT

Grantor and Grantee:	City of Sequim ("City")
Grantee and Grantor:	Clallam Transit System ("CTS")
Abbr Legal:	Lots 12 and 13 and 17 and 18, Block 1, central plat of Sequim 19-30-03
Assessor's Parcel Nos:	193003-51121, 193003-511120 and 193003-511123 033019511126000; 033019511121000; 033019511123000

EASEMENT FROM CITY TO CTS

1.1 Grant of Perpetual Easement. City of Sequim hereby grants to Clallam Transit System and its heirs, successors, and assigns, an easement as described herein of the type described herein for the purposes described herein.

1.2 Consideration. This easement is for good and valuable consideration the sufficiency and receipt of which are hereby acknowledged by the parties

1.3 Burdened Property. This easement is to burden the following described real property situated in the County of Clallam, State of Washington.

> The West 30 feet of Lot 12, and all of Lot 13, Block 1 of the Central Plat of Sequim, Section 19, Township 30, Range 03, W.M.
> Situate in the County of Clallam, State of Washington.

1.4 Purpose. The purpose of this easement is for the location and use of park and ride parking by CTS.

1.5 Term of Easement. The term of this easement is perpetual.

1.6 Appurtenant Easement. The benefits granted and imposed by this instrument shall run with the lands described herein.

EASEMENT FROM CTS TO CITY

1.1 Grant of Perpetual Easement. CTS grants to City and its, successors, and assigns, an easement as described herein of the type described herein for the purposes described herein.

1.2 Consideration. This easement is for good and valuable consideration the sufficiency and receipt of which are hereby acknowledged by the parties

1.3 Burdened Property. This easement is to burden the following described real property situated in the County of Clallam, State of Washington.

> The East 10 feet of Lot 17, and all of Lot 18, Block 1 of the Central Plat of Sequim, Section 19, Township 30, Range 03, W.M.
> Situate in the County of Clallam, State of Washington.

1.4 Purpose. The purpose of this easement is for the location and use of parking by the City.

1.5 Term of Easement. The term of this easement is perpetual.

1.6 Appurtenant Easement. The benefits granted and imposed by this instrument shall run with the lands described herein.

City of Sequim

Charles P. Bush
Its City Manager

Dated 1-26-16

Clallam Transit System

Its Executive Manager

Dated 1-25-16

STATE OF WASHINGTON)
COUNTY OF CLALLAM) SS

On this 26th day of January 2016 before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles P. Bush, known to be the individual named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same his free and voluntary act and deed for the uses and purposes stated therein.

Witness my hand and official seal hereto affixed the day and year first above written.

Roberta J Usselman
My Commission Expires
NOTARY PUBLIC
Dec. 22, 2019
State of Washington

Name: Roberta J. Usselman
NOTARY PUBLIC, State of Washington
My appointment expires 12/22/2019

STATE OF WASHINGTON)
COUNTY OF CLALLAM)SS

On this 25th day of January 2016, before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Wendy Clark-Getzin, known to be the individual named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same his free and voluntary act and deed for the uses and purposes stated therein.

Witness my hand and official seal hereto affixed the day and year first above written.

MELINDA B SMITHSON
COMMISSION EXPIRES
NOTARY
PUBLIC
08/15/2017
STATE OF WASHINGTON

Name: Melinda B. Smithson
NOTARY PUBLIC, State of Washington
My appointment expires 8/15/17